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## ANDREA ERLICHMAN

Plaintiff

V.

TESLA INC.

Defendant

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**Case No.:**

## COMPLAINT AND DEMAND FOR JURY TRIAL

18 4315

**PARTIES**

2. Defendant, Tesla, Inc., is a corporation qualified to do and regularly conducts business in the Commonwealth of Pennsylvania, with an address and principal place of business located at 3500 Deer Creek Road, Palo Alto, CA 94304, and with a designated Pennsylvania agent for service of process located at C/O CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

3. Jurisdiction of this court arises pursuant to 28 U.S.C. §1332 as the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and all parties are citizens of different states.

4. The vehicle was purchased by the Plaintiff in the Commonwealth of Pennsylvania from the Defendant or one of its subsidiaries or affiliates, operating out of a location located at 470 W. Lancaster Ave., Devon, PA 19333.

5. The vehicle was diagnosed and repaired by Defendant or one of its subsidiaries or affiliates at the same Devon, PA location.

6. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

### **FACTUAL ALLEGATIONS**

7. On or about November 5, 2018, Plaintiff purchased a new Tesla Model S, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 5YJSA1E21JF276552.

8. The vehicle was purchased in the state of Pennsylvania and is registered in the state of New Jersey.

9. The contract price of the vehicle, including registration charges, document fees, sales tax, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$90,735.00. A true and correct copy of the Motor Vehicle Purchase Agreement is attached hereto, made a part hereof, and marked Exhibit "A".

10. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

11. The above-referenced warranties, guarantees, affirmations or undertakings are and were part of the basis of the bargain between Defendant and Plaintiff.

12. The parties' bargain includes (i) an express 4 year/ 50,000 mile basic warranty, (ii) an express 8 year/ unlimited mile powertrain warranty, as well as (iii) other guarantees,

affirmations and undertakings as stated in Defendants' warranty materials and owner's manual.

13. Plaintiff was not provided with any express warranty accompanying his vehicle prior to or at the time of purchase.
14. As a result of the ineffective repair attempts made by Defendant, the vehicle has been rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.
15. The first documented warranty repair attempt is believed to have occurred on or before December 3, 2018, when the vehicle odometer showed 559 miles. On that date, repair attempts addressed an intermittent loud creaking noise from the headliner of the vehicle. A true and correct copy of the relevant repair invoice is attached hereto, made a part hereof and marked Exhibit "B".
16. The second documented warranty repair attempt is believed to have occurred on or before January 2, 2019, when the vehicle odometer showed 1,087 miles. On that date, repair attempts addressed (i) an intermittent loud creaking noise from the headliner of the vehicle, (ii) an extended delay when attempting to start the vehicle, and (iii) a popping noise ostensibly caused by the doors contacting the door frame when opening. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".
17. The third documented warranty repair attempt is believed to have occurred on or before April 1, 2019, when the vehicle odometer showed approximately 3,313 miles. On that date, repair attempts addressed (i) an intermittent creaking noise from the headliner of the vehicle, (ii) a lack of connectivity for radio streaming, (iii) a popping noise ostensibly caused by the doors contacting the door frame when opening, (iv) green lines through the back-up camera screen, (v) malfunction and illuminated warning messages related to

operation of the blind spot monitoring system, and (iv) windows contacting the bright molding. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

18. The fourth documented warranty repair attempt is believed to have occurred on or before May 23, 2019, when the vehicle odometer showed 4,235 miles. On that date, repair attempts addressed (i) an intermittent loud creaking noise from the headliner of the vehicle and (ii) a complete lack of connectivity within the entertainment system. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

19. The subject non-conformities described herein persist and continue to affect the vehicle to date.

**COUNT I**  
**DEFENDANT VIOLATED THE**  
**NEW JERSEY MOTOR VEHICLE WARRANTY ACT**

20. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

21. Plaintiff is a "Consumer" as defined by N.J.S.A. §56:12-30.

22. Defendant, is a "Dealer" and/or "Manufacturer" as defined by N.J.S.A. §56:12-30.

23. On or about November 5, 2018, Plaintiff took possession of the above mentioned vehicle and experienced "Nonconformities" as defined by N.J.S.A. §56:12-30, which substantially impair the use, value and/or safety of the vehicle.

24. Defendant failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. §56:12-34(c). Plaintiff believes and therefore avers said failure is a *per se* violation of the New Jersey Consumer

Fraud Act, N.J.S.A. §56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act §N.J.S.A. 56:12-29 et seq.

25. The persistence of the Nonconformities described herein violate the express written warranties issued to Plaintiff by Defendant.

26. §56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

If, during the period specified in section 3 of this act, the manufacturer... or its dealer or distributor, is unable to repair or correct the a nonconformity within a reasonable time, the manufacturer... shall accept return of the motor vehicle from the consumer. In the case of a motor vehicle... the manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

27. §56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer...or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to the a consumer, whichever is the earlier date:
  - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer...or its dealer or distributor, other than a nonconformity subject to examination or repair pursuant to paragraph (3) of this subsection because it is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity continues to exist;
  - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days ..since the original delivery of the motor vehicle and a nonconformity continues to exist; or
  - (3) A conformity which is likely to cause death or serious bodily injury if the vehicle is driven has been subject to examination or repair at least once by the manufacturer...or its dealer or distributor, and the nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer...or the dealer or distributor, has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days...or with respect to a nonconformity which is likely to cause death or serious bodily injury if the vehicle is driven, the conformity has been subject to examination or repair at least once by the manufacturer ..or its dealer or distributor, and the nonconformity continues to exist.



28. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same Nonconformity, and the Nonconformity remained uncorrected.

29. In addition, the above vehicle has or will be out of service by reason of the Nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

30. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions.

31. After a reasonable number of attempts, Defendant was unable to repair the Nonconformities.

32. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. §56:12-29 et seq.

33. Plaintiff has provided Defendant with a final repair opportunity prior to filing this Complaint.

34. Pursuant to N.J.S.A. §56:12-29 et seq., Plaintiff seeks relief for losses due to the Nonconformities and defects affecting the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

**COUNT II**  
**DEFENDANT VIOLATED THE**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

35. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
36. Plaintiff has or may have resorted to Defendants' informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.
37. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).
38. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
39. Defendants are "suppliers", "warrantors", and "service contractors" as defined by 15 U.S.C. § 2301 (4),(5) and (8).
40. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).
41. By the terms of its written warranties, affirmations, promises, or service contracts, Defendants agreed to perform effective repairs at no charge for parts and/or labor.
42. The Magnuson-Moss Warranty Improvement Act requires Defendants to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.
43. Defendants have made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.
44. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:
- If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

45. Plaintiff has afforded Defendants a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.
46. As a direct and proximate result of Defendants' failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.
47. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.
48. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.
49. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.
50. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.
51. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendants.

WHEREFORE, Plaintiff respectfully demands judgment against Defendants in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.




**DEMAND FOR JURY TRIAL**

PLEASE TAKE NOTICE that Plaintiff, ANDREA ERLICHMAN, demands a jury trial on all issues related to this pleading.

RESPECTFULLY SUBMITTED,

DATED: August 22, 2019

KIMMEL & SILVERMAN, P.C..

By:   
Stephen D. Silverman  
PA ID # 325287  
Kimmel & Silverman, P.C.  
30 E. Butler Pike  
Ambler, PA 19002  
Phone: (215) 540-8888  
Fax: (215) 540-8817  
Email: ssilverman@lemonlaw.com

**CERTIFICATE OF SERVICE**

I hereby certify that on this \_\_\_\_ day of \_\_\_\_, 2019, a copy of the foregoing document was sent via Federal Express. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All parties that have been served are listed below and will be served by regular U.S. Mail, first-class, postage pre-paid. Parties may access this filing through the Court's electronic filing system.

Tesla, Inc.  
c/o Corporation Service Company,  
116 Pine Street, Suite 320  
Harrisburg, PA 17101

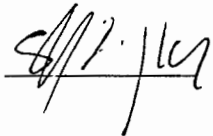
Respectfully submitted,

Kimmel & Silverman, P.C.

By: \_\_\_\_\_

Stephen D. Silverman  
Attorney for Plaintiff  
Kimmel & Silverman, P.C.  
30 E. Butler Pike  
Ambler, PA 19002  
(215) 540-8888  
ssilverman@lemonlaw.com

Date: \_\_\_\_\_





## MOTOR VEHICLE PURCHASE AGREEMENT

### Final Price Sheet

<b>DATE OF AGREEMENT:</b>	November 17, 2018
<b>BUYER'S AND CO-BUYER'S NAME AND ADDRESS:</b>	<b>SELLER'S NAME AND ADDRESS:</b>
ANDREA ERLICHMAN 12 N JEFFERSON AVE, APT A, MARGATE CITY, NJ 08402	TESLA MOTORS PA INC. 470 W. LANCASTER AVE. DEVON, PA 19333
<b>VEHICLE TO BE DELIVERED ON OR ABOUT:</b>	11/17/2018

DESCRIPTION OF PROPERTY						
New/Used	Year	Make	Model	Style	Vehicle Identification Number	Odometer
New - Previous service/demo vehicle	2018	TESLA	Model S 75D	4-DR	5YJSA1E21JF276552	50

PURCHASE PRICE			
<b>1. Total Vehicle Price</b>			
A. Cash price of motor vehicle, options, accessories and fees (See attached Vehicle Configuration for itemization.)	\$ 95,750.00	(A)	
B. Other: Price Adjustment	\$ -5,100.00	(B)	
C. Other: N/A	\$ 0.00	(C)	
Total Vehicle Price (A through C)			\$ 90,650.00 (1)
<b>2. Sales Tax Calculation</b>			
A. Trade-in tax credit (if applicable)	\$ 0.00	(A)	
B. Taxable Fees (if applicable)	\$ 0.00	(B)	
C. Subtotal of Taxable Items	\$ 90,650.00	(C)	
D. Sales Tax			\$ 0.00 (2D)
E. Other: N/A			\$ 0.00 (2E)
Total Cash Price (1 plus 2D and 2E)			\$ 90,650.00 (2)
<b>3. Amounts Paid to Government Agencies*</b>			
A. Registration/Transfer/Titling Fees	\$ 0.00	(A)	
B. License Fee (if applicable)	\$ 0.00	(B)	
C. Tire Fee (if applicable)	\$ 0.00	(C)	
D. Battery Fee (if applicable)	\$ 0.00	(D)	
E. Other Fee(s): Title Fee	\$ 85.00	(E)	
F. Other Fee(s):	\$ 0.00	(F)	
Total Government Fees (A through F)			\$ 85.00 (3)
<b>4. Subtotal (2 plus 3)</b>			\$ 90,735.00 (4)
<b>5. Total Credits</b>			
A. Deposit	\$ 2,500.00	(A)	
B. Financed Amount: Philadelphia Federal Credit Union	\$ 62,000.00	(B)	
C. EV Incentive (if applicable)	\$ 0.00	(C)	
D. Trade in value applied to purchase (if applicable)	\$ 0.00	(D)	
E. Customer downpayment	\$ 26,235.00	(E)	
F. Other Credits	\$ 0.00	(F)	
Total Credits (A through F)			\$ 90,735.00 (5)
<b>6. Amount Due from Buyer (4 through 5)</b>			\$ 0.00 (6)

\*Seller may retain or receive part of the amounts paid to others.

Auto Broker Fee: This transaction is not subject to a fee received by an auto broker from Seller unless this box is checked:

☐ If checked, name of auto broker receiving fee: n/a



Serial RN9121238-02-20181117205931



## Motor Vehicle Purchase Agreement Vehicle Configuration

Customer Information	Description	Total in USD
ANDREA ERLICHMAN	Model S 75D	\$77,000.00
12 N JEFFERSON AVE, APT A,	Dual Motor All Wheel Drive	-
MARGATE CITY, NJ 08402	Obsidian Black Metallic Paint	\$1,500.00
(215) 620-8900	Sunroof	\$2,000.00
neil@kattomey.com	19" Sonic Carbon Slipstream Wheels	\$1,500.00
VIN 5YJSA1E21JF276552	White Premium	\$3,300.00
Reservation RN9121238	White Premium Interior	-
Order Payment 2,500.00	Carbon Fiber Décor	\$250.00
Accepted by 11/5/2018	Dark Headliner	-
Customer on	Enhanced Autopilot	\$5,000.00
	Full Self-Driving Capability	\$3,000.00
	Smart Air Suspension	-
	Premium Sound	-
	Subzero Weather Package	-
Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.		
	<b>Subtotal</b>	<b>\$93,550.00</b>
	Destination Fee	\$1,125.00
	Documentation Fee	\$75.00
	Transportation Fee (if applicable)	\$1,000.00
	Order Modification Fee (if applicable)	\$0.00
	<b>Total</b>	<b>\$95,750.00</b>



**Motor Vehicle Order Agreement  
Terms & Conditions**

**Documentation.** Your Motor Vehicle Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered, including pricing (excluding taxes and official or government fees). If you are purchasing a vehicle from our inventory, the Vehicle Configuration may be in the form of a Monroney window sticker or a buyer's guide.
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Payment (the "Order Date").

**Agreement to Purchase or Lease.** You agree to purchase or lease the vehicle (the "Vehicle") described in your Vehicle Configuration from Tesla, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with your Owner Advisor. Options, features or hardware released after you place your order may not be included in or available for your Vehicle.

**Purchase Price, Taxes and Official Fees.** The purchase price of the Vehicle is indicated in your Vehicle Configuration, the Monroney window sticker or buyer's guide attached to this Agreement, as applicable. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer.

**Manufacturing Process.**

- **Order Stage:** We will submit your order to the Tesla Factory for production three (3) calendar days after the Order Date. During this three (3) day period, you may cancel your order or make any changes to your Vehicle Configuration without charge. Your Order Payment will be refundable if you cancel within this three (3) day period.
- **Factory Stage:** When we submit your order for production (3 days after your order date), your Order Payment becomes earned and non-refundable. Because production of your Vehicle is already underway, changes to your Vehicle Configuration during this time will be difficult, if not impossible, for us to accommodate. If you want to make changes to your Vehicle Configuration, we will try to accommodate your request. If we accept your request, you will be subject to a non-refundable \$500 change fee and potential price increases for any pricing adjustments made since your original order date. Any changes made to your Vehicle Configuration, including changes to the purchase price, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement.

**Cancellation; Default.** Because your Vehicle is custom ordered, we incur significant costs in starting production of your Vehicle. We also incur significant costs for remarketing and reselling the Vehicle if you cancel or default in this Agreement. As a result, your Order Payment is non-refundable three (3) calendar days after your Order Date. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine. We will credit your Order Payment toward the final purchase price of the Vehicle. You acknowledge that this Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

**Inventory Vehicle.** This paragraph is applicable if you are purchasing a Vehicle from our inventory (i.e., the Vehicle has already been manufactured, as indicated by an existing VIN, an attached Monroney window sticker or a buyer's guide). Because we incur significant costs in preparing and coordinating the delivery of your Vehicle, including shipping logistics, your Order Payment is non-refundable. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur in transporting, remarketing and reselling the Vehicle, costs that are otherwise impracticable or extremely difficult to determine. We will credit your Order Payment against the purchase price of your Vehicle upon completion of the transaction. You acknowledge that this Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

**Delivery.** If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within one week of this date. If you are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers.

If you wish to pick up your Vehicle in a state where we are not licensed to sell the Vehicle, or if you and Tesla otherwise agree, Tesla will, on your behalf, coordinate the shipment of your Vehicle to you from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Tesla will coordinate the shipping of the Vehicle to you via a third-party common carrier. You agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, will occur at the time your Vehicle is loaded onto the common carrier's transport (i.e., FOB shipping point). The carrier will insure your Vehicle while in transit and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in the possession of a common carrier.

The estimated delivery date of your Vehicle indicated in this Agreement is an estimate only and is not a guarantee of when your Vehicle will actually be delivered. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

**Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy.** Tesla's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at [www.tesla.com/about/legal](http://www.tesla.com/about/legal).





**Agreement to Arbitrate.** Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates, (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to [resolutions@tesla.com](mailto:resolutions@tesla.com).

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

**Warranty.** You will receive the Tesla New Vehicle Limited Warranty or the Tesla Preowned Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. You may also obtain a written copy of your warranty from us upon request or from our website.

**Limitation of Liability.** We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Payment.

**No Resellers; Discontinuation; Cancellation.** Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your order and refund your Order Payment if we discontinue a product, feature or option after the time you place your order or if we determine that you are acting in bad faith.

**Governing Law; Integration; Assignment.** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor vehicles that is nearest to your address indicated on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

**State-Specific Provisions.** You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.

Buyer's Signature	<u>Andrea Erlichman</u>	<u>Andrea Erlichman</u>	<u>11/17/18</u>
	Signature	Name	Date
Co-Buyer's Signature	_____	_____	_____
	Signature	Name	Date
Seller Signature	<u>Troy Jones</u>	<u>Senior Director, North America Sales</u>	<u>November 17, 2018</u>
Tesla	By	Title	Date



**State Specific Provisions**

For **NEW YORK** residents: If the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

For **MASSACHUSETTS** residents: **ATTENTION PURCHASER:** All vehicles are **WARRANTED** as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. **THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.**

For **WASHINGTON, D.C.** residents:

**NOTICE TO PURCHASER**

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the Itemization of the purchase price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.



**Tesla Inc.**  
470 West Lancaster Avenue

Devon, PA 19333  
Ph 610-407-7030  
Fax 610-650-4246

**SERVICE DEPARTMENT HOURS**  
Mon-Fri: 7:00 am-7:00 pm  
Saturday 8:00am-4:00pm

E.P.A.ID# PAD982675209

Invoice Date	Invoice Number
04-Dec-2018	US-009-0000053490
Date/Time Received	Date/Time Promised
Odometer In	Odometer Out
559 7 Miles	588 1 Miles
Ready Date	
Service Advisor	
Travis Yatto	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Andrea Erlichman 12 N Jefferson Avenue Margate, NJ 08402 neil@kattorney.com	(215) 620-8900		5YJSA1E21JF276552
	Year	Model	License Plate
	2018	Model S	
			Obsidian Black Metallic Paint

Job Number	Description Of Work	Amount (USD)
1	<p>HVAC is not blowing warm air while in climate mode When put in re-circulate the vehicle blowed warmer air but still not to expectation Customer has three Tesla's and is certain there is something wrong.</p> <p>Could not verify complaint Performed system check and visual inspection of components no problems, normal operation</p> <p><b>Correction: Cabin HVAC General Diagnosis</b></p> <p><b>Conclusion: No Trouble Found</b></p>	<p>Pay Type Goodwill - Service 0.00</p>
2	<p>Creaking noise coming from the front of vehicle (all speeds) Customer could not specify the location Stated it was hard to tell but is coming from the front (no particular side) and is more pronounced when taking turns in either direction</p> <p>Verified concern Insulated headliner from windshield Verified noise is no longer present</p> <p><b>Correction: Headliner General Diagnosis</b></p>	<p>Pay Type Warranty 0.00</p>



-Checked for Active alerts No active alerts present Checked firmware version  
Staged to latest version Topped off washer fluid Verified wiper and washer jet  
operation Good, no issues present Tested and inspected customer's charge  
cable (if present) Tested charge port with a shop cable at 40 amps without  
issue Tire pressures set to proper PSI All tire treads are 8/32

**Correction: Courtesy Inspection**

3

Pay Type Warranty 0.00

Service Center hourly rate 150

All parts are new unless otherwise specified

Notes

Payment Terms  
Due upon receipt

Subtotal Labor & Miscellaneous Items	0 00
Labor & Miscellaneous Items Price Adjustment	0 00
Total Labor	0 00
Subtotal Parts	0 00
Parts Price Adjustment	0 00
Total Parts	0 00
Shipping	0 00
Referral Credit	0 00
<b>Subtotal</b>	<b>0 00</b>
Sales Tax	0 00
<b>TOTAL AMOUNT</b>	<b>0 00</b>

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document

**Signature:**

**Date:**

You agree that Tesla is not responsible for any personal items left in your vehicle. Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs, Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes. Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service. Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied), an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage, the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession, and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement Tesla is not responsible for repairs not performed by, or components not installed by, Tesla



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Fax: 610-650-4246

**SERVICE DEPARTMENT HOURS**  
Mon-Fri: 7:00 am-7:00 pm  
Saturday 8:00am-4:00pm

01 Jan 2019

US-009-0000194620

E.P A ID# PAD982675209

Date/Time Received	Date/Time Promised
02-January-2019 10 37 AM	
Odometer In	Odometer Out
1087 9 Miles	1298.5 Miles
Ready Date	
Service Advisor	
Stephanie Schlegel	

II To	Mobile Phone	Additional Phone	Vehicle Identification Number
Andrea Erlichman 2 N Jefferson Avenue Margate, NJ 08402 eil@kattorney.com	(215) 620-8900		5YJSA1E21JF276552
	Year	Model	License Plate
	2018	Model S	
			Color
			Obsidian Black Metallic Paint

Job Number	Description Of Work	Amount (USD)
1	<p>Customer called stating there is again an issue with a Creaking noise coming from the front of vehicle (all speeds) Customer could not specify the location. Stated it was hard to tell but is coming from the front (no particular side) and is more pronounced when taking turns in either direction</p> <p>Insulated above headliner to eliminate noise. Test drove vehicle and verified noise is no longer present.</p> <p><b>Correction: Exterior NVH General Diagnosis</b></p>	<p>Pay Type Warranty 0.00</p>
2	<p>courtesy inspection</p> <p>Checked for Active alerts. No active alerts present. Checked firmware version Staged to latest version. Topped off washer fluid. Verified wiper and washer jet operation Good, no issues present. Tested and inspected customer's charge cable (if present) Tested charge port with a shop cable at 40 amps without issue Tire pressures set to proper PSI All tire treads are 8/32</p> <p><b>Correction: Courtesy Inspection</b></p>	<p>Pay Type. Goodwill - Service 0.00</p>



3

Found phone charger plugged into 12V accessory socket interfering with key interfering with key signals This phone charger has a built in location device that is producing the interference.

**Correction: Keyless Entry and Security General Diagnosis**

Pay Type: Warranty 0.00

4

Slow to Start

Could not duplicate concern Car is starting up as designed No further repairs needed for this concern

**Correction: General Pre-Diagnosis**

Pay Type: Warranty 0.00

5

Doors pop open

Could not duplicate concern No further repairs needed for this concern

**Correction: Door Glass and Regulators General Diagnosis**

Pay Type: Warranty 0.00

Service Center hourly rate 150

All parts are new unless otherwise specified

Notes:

Payment Terms:  
Due upon receipt

Subtotal Labor & Miscellaneous Items	0.00
Labor & Miscellaneous Items Price Adjustment	0.00
Total Labor	0.00
Subtotal Parts	0.00
Parts Price Adjustment	0.00
Total Parts	0.00
Shipping	0.00
Referral Credit	0.00
<b>Subtotal</b>	<b>0.00</b>
Sales Tax	0.00
<b>TOTAL AMOUNT</b>	<b>0.00</b>

authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

---

You agree that: Tesla is not responsible for any personal items left in your vehicle. Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs. Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes. Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service. Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage, the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession, and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

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Devon, PA 19333  
Ph: 610-407-7030  
Fax: 610-650-4246

**SERVICE DEPARTMENT HOURS**  
Mon-Fri: 7:00 am-7:00 pm  
Saturday 8:00am-4:00pm

**PAID**

E P A ID# PAD982675209

Date/Time Received	Date/Time Promised
01-Apr-2019 11:08 AM	06-Apr-2019 04:00 PM
Odometer In	Odometer Out
3313 9 Miles	
Ready Date	
Service Advisor	
Angelo Outlaw	

To	Mobile Phone	Additional Phone	Vehicle Identification Number
Andrea Erlichman 2 N Jefferson Avenue Margate, NJ 08402 eil@kattorney.com	(215) 620-8900		5YJSA1E21JF276552
	Year	Model	License Plate
	2018	Model S	
			Obsidian Black Metallic Paint

Job Number	Description Of Work	Amount (USD)
1	<p><b>Courtesy Inspection</b></p> <p>Tread depth Front Driver Outer: 8 Front Driver Middle: 8 Front Driver Inner: 8 Front Passenger Outer: 8 Front Passenger Middle: 8 Front Passenger Inner: 8 Back Driver Outer: 8 Back Driver Middle: 8 Back Driver Inner: 8 Back Passenger Outer: 8 Back Passenger Middle: 8 Back Passenger Inner: 8 Tire pressure Front Driver: 42 Front Passenger: 42 Back Driver: 42 Back Passenger: 42 New firmware staged Not Needed Washer fluid top off Performed Yes Tire rotation recommended No</p> <p><b>Correction: Courtesy Inspection</b></p>	<p>Pay Type Goodwill - Service 0.00</p>
2	<p>Internet connectivity for audio shows "No Connectivity" for Streaming Radio timestamp on 3/29 9 30-9 40</p> <p>Reviewed vehicle logs and could not verify a lasting hardware error present No re-occurrence since reset of touchscreen No further action at this time If issue persists then provide an exact time stamp as well as screenshot with an exact location of vehicle during connectivity drop for review</p> <p><b>Correction: Audio System - Internet Radio General Diagnosis</b></p>	<p>Pay Type Goodwill - Service 0.00</p>



**Correction: Audio System - Internet Radio General**  
**Diagnosis Conclusion: No Trouble Found**

Pay Type Goodwill - Service 0.00

Rattle from the sunroof 3x repeat concern night above driver side head

Insulated headliner mounting points towards the front of the velcro, confirmed noise is gone.

**Correction: Headliner General Diagnosis**

Pay Type Goodwill - Service 0.00

-Reverse camera shows green lines intermittently when going in reverse  
Double Scroll Reset alleviates concern. Performed 3/28 6PMish

Reviewed details regarding display issue for reverse camera and verified that this due to a known issue and a fix is being created by Tesla for your vehicle. We apologize for the inconvenience and will solidify a repair for this as quickly as possible. Continue to perform scroll wheel resets as needed as a temporary workaround.

**Correction: Rear Camera General Diagnosis**

Pay Type Goodwill - Service 0.00

**Correction: Blind Spot Warning General Diagnosis**

**Correction: Module - Autopilot - ECU - 2nd Generation**

**Parts Replaced or Added**

Part	Quantity
ASSY,AUTOPILOT ECU,2.5 - FUSED (1125800-70-F)	1

**Correction: Repeater and Pillar Camera Investigation – Repeater Camera(s) Replaced**

**Parts Replaced or Added**

Part	Quantity
APPLIQUE,MS,B PLR,LH ASSY (1092306 00-E)	1

Pay Type Warranty 0.00

**All 4 windows are catching the bright molding**

Checked function of all windows. Verified all windows are operating as designed. Pro-actively calibrated all 4 windows and re-verified proper function. Note: depending on many factors, including door opening speed, it is normal for the door moving glass to come in contact with the upper primary seal and brightwork. This is not a vehicle defect. Note: this vehicle has had windows tinted and brightwork wrapped.

**Correction: General Pre-Diagnosis**

Pay Type Goodwill - Service 0.00



**Correction: Wiper Blades - Pair****Parts Replaced or Added**

Part	Quantity
BLADE ASY-WIPER, BOSCH 2S2 PS LHD MS (1051496-00-A)	1
BLADE ASSY-WIPER, BOSCH 2S2 DS LHD MS (1051495-00-A)	1

Pay Type Warranty 0.00

Customer just had 21" tire put on the car and he wants the tire pressures checked

No evidence of leaking tire(s) Verified tire pressures @ specification (42psi).

**Correction: TPMS - Set Thresholds**

Pay Type Goodwill - Service 0.00

Customer states smart pre-conditioning has been on "learning" ever since he got the car

All systems operating as designed, customer must verify home address is where he goes home to after work and work address is accurate Vehicle may still take one month to determine smart preconditioning schedule if addresses are incorrect

**Correction: Firmware General Diagnosis**

Pay Type Goodwill - Service 0.00

Service Center hourly rate 150

All parts are new unless otherwise specified

Notes

Payment Terms  
Due upon receipt

Support Miscellaneous Items Price Adjustment	0 00
Total Labor	0 00
Subtotal Parts	0 00
Parts Price Adjustment	0 00
Total Parts	0 00
Shipping	0 00
Referral Credit	0 00
<b>Subtotal</b>	<b>0 00</b>
Sales Tax	0.00
<b>TOTAL AMOUNT</b>	<b>0.00</b>
<b>TOTAL PAID</b>	<b>0 00</b>
<b>DUE AMOUNT</b>	<b>0 00</b>

authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

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FullName Neil Erlichman



**Tesla Inc.**  
1605 Route 70 West  
Cherry Hill, US, 08002  
Ph 856-356-1088

# Invoice

## SERVICE DEPARTMENT HOURS

Invoice date	Invoice number
27-May-2019	3000S0000062258
Date/Time Received	Date/Time Promised
23-May-2019 10 02 12	24-May-2019 05 30 00
Odometer In	Odometer Out
4235 Miles	
Ready Date	
Service Advisor	
Paul Vaileau	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Andrea Erlichman 12 N Jefferson Avenue Margate, NJ, 08402 neil@kattorney.com	2156208900		5YJSA1E21JF276552
	Year	Model	License Plate Number
	2018	Model S	
			Colour
			Obsidian Black Metallic Paint

Job Number	Description Of Work	Amount (USD)						
1	<p><b>Concern:</b> Courtesy Inspection</p> <p>-Checked for Active alerts No active alerts present -Checked firmware version Staged to latest version -Topped off washer fluid -Verified wiper and washer jet operation Good, no issues present -Tested and inspected customer's charge cable (if present) Tested charge port with a shop cable at 40 amps without issue Tread depth Front Driver Outer 0 Front Driver Middle 0 Front Driver Inner 0 Front Passenger Outer 0 Front Passenger Middle 0 Front Passenger Inner 0 Back Driver Outer 0 Back Driver Middle 0 Back Driver Inner 0 Back Passenger Outer 0 Back Passenger Middle 0 Back Passenger Inner 0 Tire pressure Front Driver 0 Front Passenger 0 Back Driver 0 Back Passenger 0 New firmware staged Not Needed Washer fluid top off Performed No Tire rotation recommended No</p> <p><b>Correction:</b> Courtesy Inspection</p>							
	Pay Type Goodwill - Service	0.00						
2	<p><b>Concern:</b> Rattling is still persistent from headliner and now also come from dashboard area</p> <p>Applied krytox to headliner, tested and verified noise no longer present</p> <p><b>Correction:</b> General Diagnosis</p> <p><b>Correction:</b> Install LH And RH B-Pillar Foam And B-Pillar Upper Trim</p> <p><b>Parts Replaced or Added</b></p> <table><thead><tr><th>Part</th><th>Quantity</th></tr></thead><tbody><tr><td>ERGO CLIP, 2 5-3 5 PNL,12 W,15 27 L(1018220-00-A)</td><td>8 0</td></tr><tr><td>TRIM CLIP,8,2 9-3 1 GRP,H0STAFORM,BLUE(1014969-00-A)</td><td>12 0</td></tr></tbody></table>	Part	Quantity	ERGO CLIP, 2 5-3 5 PNL,12 W,15 27 L(1018220-00-A)	8 0	TRIM CLIP,8,2 9-3 1 GRP,H0STAFORM,BLUE(1014969-00-A)	12 0	
Part	Quantity							
ERGO CLIP, 2 5-3 5 PNL,12 W,15 27 L(1018220-00-A)	8 0							
TRIM CLIP,8,2 9-3 1 GRP,H0STAFORM,BLUE(1014969-00-A)	12 0							
	Pay Type Basic Vehicle Limited Warranty	0.00						
3	<p><b>Concern:</b> Upon entry into car no connectivity is displayed within entertainment area and LTE is crossed out.</p> <p>Installed new firmware</p> <p><b>Correction:</b> General Diagnosis</p>							
	Pay Type Basic Vehicle Limited Warranty	0.00						

AL®

PLAINTIFF'S

Tesla Motors, 35

94304 USA



Concern: Windshield cracked and needs replacement.

Replaced windshield assembly

**Correction: Windshield Assembly**

Price	Adjustment	Subtotal
282 75	0 00	282 75

**Parts Replaced or Added**

Part	Quantity	Unit Price	Price	Adjustment	Subtotal
MS WSHLD ASSY COYOTE (HWA) LHD(1061987-01-H)	1 0	895 00	895 00	0 00	895 00
Chemical, Betapnme, 10ml(1059658-00-A)	2 0	6 00	12 00	0 00	12 00
Dow BetaSeal Express(1048645-00-A)	2 0	15 00	30 00	0 00	30 00

**Parts Subtotal 937.00**Pay Type Customer Pay **1,219.75****Total Parts Amount 937.00****Total Labor Amount 282.75**

Service Center hourly rate 195

All parts are new unless otherwise specified

Notes

Payment Terms.  
Due upon receipt

Total Parts (USD)	937 00
Total Labor (USD)	282 75
Discount	0 00
<b>Subtotal (USD)</b>	<b>1,219 75</b>
Tax	80 81
<b>Total Amount (USD)</b>	<b>1,300 56</b>

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document

**Signature:****Date:**

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**Full Name:** Neil Erlichman